

**FIRST AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT FOR  
TRAFFIC CALMING DESIGN – KING ARTHUR BOULEVARD**

This First Amendment is related to the Professional Services Agreement for Project Control Services related to the King Arthur Boulevard Traffic Calming Project between the City of Lewisville, Texas and LJA Engineering, Inc. (this “First Amendment”), and is entered into by and between the City of Lewisville, Texas (the “City”) and LJA Engineering, Inc. (the “Consultant”) (collectively the “Parties”).

**WITNESSETH:**

**WHEREAS**, the Parties entered into a Professional Services Agreement (the “Agreement”) dated July 1, 2024 regarding Consultant’s services (hereinafter “Services”) on the King Arthur Boulevard Traffic Calming Project (the “Project”), attached hereto as Exhibit 1; and

**WHEREAS**, due to the need for designing additional crosswalks and ADA compliant pedestrian ramps based on requests from residents of the area near the Project, the City requires the additional services for the Project as set forth herein to be provided by the Consultant and associated additional compensation beyond what is currently contemplated in the Agreement; and

**WHEREAS**, City and Consultant desire to amend such Agreement in certain respects set forth herein in order to revise the scope of the Services and corresponding fees by adding additional design services and a topographic survey, and increase the Agreement amount of \$49,620.00 by \$38,400.00 for a total amount of \$88,020.00; and

**WHEREAS**, City and Consultant additionally desire to amend such Agreement in order to clarify certain terms of the Agreement, including insurance requirements and the project schedule.

**NOW THEREFORE**, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the Parties hereto agree as follows:

**Section 1. Recitals.** The recitals set forth above are hereby adopted and incorporated into the body of this First Amendment as if fully set forth herein.

**Section 2. Definitions.** Capitalized terms used in this First Amendment and not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

**Section 3. Amendment to the Title of the Agreement.** The title of the Agreement is hereby deleted in its entirety and replaced with the following:

**“PROFESSIONAL SERVICES AGREEMENT**

**for  
KING ARTHUR BOULEVARD TRAFFIC CALMING DESIGN**

**Section 4.** Amendment to Section 3 (Compensation) of the Agreement. The first sentence of “Section 3. Compensation” of the Agreement is hereby deleted in its entirety and replaced with the following:

“The total fee for services provided under this Agreement shall not exceed \$88,020.00 as set forth in Attachment “B”.”

**Section 5.** Amendment to Attachment “A” of the Agreement. The current Attachment “A” to the Agreement shall be deleted in its entirety and replaced with a new Attachment “A”, attached hereto as Exhibit 2.

**Section 6.** Amendment to Attachment “B” of the Agreement. Attachment “B” to the Agreement shall be amended as follows:

- a. The following shall be added to the Scope of Services section of Attachment “B” as a new section E and subsequent sections shall be renumbered as needed:

**“Additional Design Services**

1. Design of additional ADA ramps at multiple locations on King Arthur Boulevard between Lady De Vance Lane and Hollow Hill Lane. This assumes the curb line along King Arthur Boulevard is not changed.
2. Topographic Survey of King Arthur Boulevard between Queen Igraine Drive and Hollow Hill Lane.
  - a. 2,600 LF between back of sidewalk to back of sidewalk (approx. 70 FT width)”
- b. The following shall be added to the Additional Services heading under the Compensation Schedule section of Attachment “B”:

**“DATA COLLECTION**

300.2	Topographic Survey	Lump Sum	\$18,000.00
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**PAVEMENT MARKING, SIGNAGE AND ROADWAY DESIGN**

400.1	Additional Design Services	Lump Sum	\$20,400.00
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	<b>TOTAL</b>		<b>\$38,400.00”</b>
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- c. A project schedule, attached hereto as Exhibit 3, shall be added to Attachment “B”.

**Section 8. Severability.** In case any one or more of the provisions contained in this First Amendment shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof or any other provision of the Agreement, and this First Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**Section 9. Successors and Assigns.** This First Amendment shall be binding upon the parties hereto and their respective permitted successors and assigns and shall inure to the benefit of the parties hereto and their permitted successors and assigns.

**Section 10. Counterparts.** This First Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which in the aggregate shall constitute one agreement.

**Section 11. Effect on Agreement; Integration.** Except as specifically amended by this First Amendment, all other terms and provisions of the Agreement shall remain in full force and effect, and as applicable, shall apply to this First Amendment. In the event of any conflict or inconsistency between this First Amendment and the Agreement, the terms and provisions of this First Amendment shall govern and prevail to the extent necessary to resolve such conflict or inconsistency.

**Section 12. Effective Date.** The effective date of this First Amendment shall be the date of execution of this First Amendment by both parties hereto.

**Section 13. Authorization.** This First Amendment was authorized by action of the City Council of the City of Lewisville, authorizing the City Manager to execute this First Amendment on behalf of the City.

**SIGNATURE PAGE FOLLOWS**

**CITY OF LEWISVILLE, TEXAS:**

\_\_\_\_\_  
Claire Powell, City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Jennifer Malone, Acting City Secretary

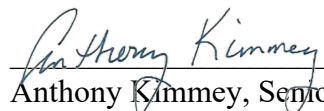
APPROVED AS TO FORM:

\_\_\_\_\_  
Lizbeth Plaster, City Attorney

CONSULTANT:

**LJA ENGINEERING, INC.**

By:

  
\_\_\_\_\_  
Anthony Kimmey, Senior Vice President

\_\_\_\_\_  
05/09/2025

Date

**EXHIBIT 1**  
**Professional Services Agreement for Traffic Calming Design – King Arthur Boulevard**  
**Dated July 1, 2024**

# **PROFESSIONAL SERVICES AGREEMENT**

## **for**

The City of Lewisville, Texas (the “City”), hereby engages LJA Engineering, Inc. (the “Consultant”), to perform professional services in connection with King Arthur Boulevard Traffic Calming Design (the “Project”).

**1. PROJECT. The Project is described as follows:**

- A. Prepare design plans related to proposed traffic calming measures for an approximate 1.5 mile section of King Arthur Boulevard between Old Denton Road and Lady of the Lake Boulevard with a focus on the approximate 1.0 mile section of King Arthur Boulevard between Morgan Lefay Lane and Lady Lore Lane where homes front the roadway.**

**2. SCOPE OF SERVICES.**

- A. See Attachment B:**

**3. COMPENSATION.** The total fee for services provided under this Agreement shall not exceed \$ 49,620.00.

Invoices shall be submitted by cover letter from the project engineer. The letter shall certify that the invoice properly represents work actually done. The City reserves the right to request additional justification prior to payment of any invoice. If satisfactory justification is not received, the City reserves the right to amend the invoice or to refuse to make payment without incurring penalty or interest. Invoices shall be based on percentage of work completed per identifiable unit of work. The City agrees to make prompt payments for all approved invoices and agrees to pay interest at the rate approved by law for approved invoices not paid within 30 days from the date of approval.

**4. INSURANCE.** The Consultant agrees to maintain insurance throughout the term of the contract, in accordance with Attachment “A”. All Certificates of Insurance shall be kept current and shall be forwarded to the Purchasing Division of the City by cover letter from the Consultant. Insurance certificate must be received and approved prior to commencement of work. The Consultant shall also review and forward certificates covering sub-consultants.

**5. REUSE OF DOCUMENTS.** All documents, including drawings and specifications prepared by the Consultant pursuant to this Agreement, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at City’s sole risk and without liability or legal exposure to the Consultant from all

claims, damages, losses and expenses including attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon the City and the Consultant.

6. **OWNERSHIP OF DOCUMENTS.** Original documents, plans, designs, reports, and survey notes developed in connection with services performed hereunder belong to, and remain the property of the City, in consideration of which it is mutually agreed that the City will use them solely in connection with the Project, save with the express consent of the Consultant. The Consultant shall retain reproducible copies or electronic files of such documents for at least five (5) years and shall furnish copies to the City for reimbursable costs, if so requested.
7. **THE CONSULTANT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, TO THE EXTENT THAT SUCH DAMAGE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR ITS AGENT, CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE DUTY TO DEFEND SHALL NOT APPLY IN THE CASE OF A CLAIM BASED WHOLLY OR PARTLY ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE CITY, ITS AGENTS OR EMPLOYEES, OR OTHER ENTITY (EXCLUDING THE CONSULTANT OR ITS AGENT, EMPLOYEE, OR SUBCONSULTANT) OVER WHICH THE CITY EXERCISES CONTROL, IN WHICH INSTANCE THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED BY CONSULTANT IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**
8. **TIME OF COMPLETION.** A project schedule, shown in Attachment "B" is hereby included in this Professional Services Agreement by reference. The Consultant agrees to perform the services in accordance with the schedule, to the extent over which the Consultant has control.
9. **TERMINATION.** This Agreement may be terminated without cause at any time prior to completion of the Consultant's services by the City, or by the Consultant with cause, upon seven days written notice to the City at the address of record. Termination shall release each party from all obligations of this Agreement, except those outlined in Paragraphs 5, 6

and 7 above. Upon notice of termination, the Consultant shall prepare and submit to City a final invoice within 15 days.

10. **CONFIDENTIAL INFORMATION.** To the extent allowed by law, the City will safeguard and keep from release any documents marked “proprietary” or information not generally available to the public. However, the City will, if required, comply with all requirements of the Texas Public Information Act with regard to any documents in its possession at the time of a request made under that Act.
11. **INDEPENDENT CONTRACTOR.** Consultant shall be considered an independent contractor and not an agent, servant, employee, or representative of the City in the performance of the work and Services. No term or provision herein or act of the City shall be construed as changing that status.
12. **ADVERTISING.** Consultant shall not advertise or publish, without the City’s prior consent, the fact that the Consultant has entered into this Agreement, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
13. **NOTICE.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the address thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:  
  
If to Consultant, to: LJA Engineering, Inc.  
6060 N Central Expressway, Suite 400  
Dallas, Texas 75206  
  
If to City, to: City of Lewisville  
Attn: Earl Whitaker, Purchasing Manager  
151 W. Church Street  
Lewisville, Texas 75057
14. **GOVERNING LAW AND VENUE.** This Agreement is governed by the laws of the State of Texas. Exclusive venue for any dispute arising out of this Agreement is in Denton County, Texas.
15. **GOVERNMENTAL IMMUNITY.** Unless otherwise required under the law, the Parties agree that the City has not waived its governmental immunity by entering into and performing their obligations under this Agreement.



16. **ARBITRATION.** In the event of a dispute which may arise under this Agreement, the City does not agree to arbitration.
17. **COMPLIANCE WITH LAWS.** The Consultant shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws.
18. **PROTECTION OF RESIDENT WORKERS.** The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Consultant shall establish appropriate procedures and controls so no services under the Contract Documents will be performed by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit consultant's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the Contract Documents. The audit will be at the City's expense.
19. **IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C. §1324a).** The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Consultant shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Consultant if the City determines that (a) the Consultant or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Consultant fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Consultant or its Subcontractors fail to timely notify the City of an IRCA violation.
20. **ADA COMPLIANCE.** All goods and services provided to the City must be compliant with the Americans with Disabilities Act ("ADA") and all regulations promulgated pursuant to the ADA. Consultant will be required to certify compliance, if applicable.
21. **SUCCESSORS AND ASSIGNS; ASSIGNMENT.** The City and Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of each other in party in respect to all covenants of this Agreement. Neither the City nor the

Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other, and assignment without such consent shall be void. Nothing herein shall be construed as giving any right or benefits hereunder to anyone other than the City and the Consultant.

22. **REPRESENTATIONS.** Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.
23. **MISCELLANEOUS DRAFTING PROVISIONS.** This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
24. **FORCE MAJEURE.** If by reason of Force Majeure, the Consultant shall be rendered unable wholly or in part to carry out its obligations under this Agreement then the Consultant shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the Consultant, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean any contingency or cause beyond the reasonable control of the Consultant created by acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, governmental or de facto governmental action including, but not limited to, government actions pertaining to the determination of flood zones or FEMA actions (unless caused by acts or omissions of the Consultant), fire, explosion or flood, strikes; provided, however, that (a) the event giving rise to Force Majeure was not caused by the act or omission of the Consultant and makes the performance of any obligation created under this Agreement illegal or impossible; and (b) the Consultant gives reasonable notice of the event giving rise to Force Majeure and exercises all reasonable diligence to remove the cause of Force Majeure.
25. **DISCLOSURE.** Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at [ethics.state.tx.us](https://ethics.state.tx.us), must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.

Said person should consult with legal counsel if they have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

26. **TEXAS GOVERNMENT CODE CHAPTER 2252.** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Consultant affirms, by entering into this Agreement, that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.
27. **TEXAS GOVERNMENT CODE CHAPTER 2271.** Pursuant to Texas Government Code Chapter 2271, Consultant affirms that execution of this Agreement serves as written verification that Consultant: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the Agreement. This section shall not apply if Consultant employs fewer than ten (10) full-time employees, or if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00.
28. **TEXAS GOVERNMENT CODE CHAPTER 2274.** Pursuant to Texas Government Code Chapter 2274, Consultant verifies the following:
  - A. Consultant: (1) does not boycott energy companies, as defined by Texas Government Code Section 809.001; and (2) will not boycott energy companies during the term of this Agreement.
  - B. Consultant: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as those terms are defined in that chapter; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

This section shall not apply if Consultant employs fewer than ten (10) full-time employees, if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00, or if this Agreement is otherwise exempted from the requirements of Texas Government Code Chapter 2274.
29. **PERFORMANCE:** In compliance with Texas Local Government Code 271.904, the Consultant agrees to perform the services outlined herein with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license; and to perform the services outlined herein as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer, under the project schedule as referenced in this Agreement.
30. **ENTIRE AGREEMENT.** This Agreement and its exhibits contain the entire agreement of the parties with respect to the matter contained herein. All provisions of this Agreement

shall be strictly complied with and conformed to by the Consultant, and no amendment to the Agreement shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement except as specifically provided for in such amendment.

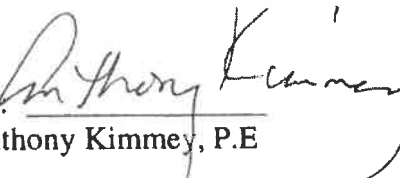
31. **CLOSURE.** By signature below, the parties to this Agreement hereby bind themselves to the terms stated herein, including all attachments referred to herein.

**CITY OF LEWISVILLE, TEXAS**  
**Approved by the City of Lewisville**

By: \_\_\_\_\_

Date: July 1, 2024

**CONSULTANT**

By: \_\_\_\_\_  
Anthony Kimmey, P.E

Date: 6/7/2024

**CITY OF LEWISVILLE**  
151 West Church Street  
Lewisville, Texas 75057

**LJA ENGINEERING, INC.**  
6060 N. Central Expressway, Suite 400  
Dallas, Texas 75206

## **ATTACHMENT B**

### **SCOPE OF SERVICES**

## ATTACHMENT B

June 7, 2024

## PROPOSAL

Mr. Sirwan Shahooei, PE  
Traffic Engineer – City of Lewisville  
151 W Church Street  
Lewisville, TX 75057

Re: Traffic Calming Design  
King Arthur Boulevard  
LJA Proposal No. 24-31707

Dear Mr. Shahooei:

LJA Engineering, Inc. is pleased to submit this proposal for the following services in accordance with the terms and conditions set forth in the attached Professional Services Agreement (PSA) between LJA Engineering, Inc. and City of Lewisville.

### PROJECT DESCRIPTION

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Prepare design plans related to proposed traffic calming measures for an approximate 1.5 mile section of King Arthur Boulevard between Old Denton Road and Lady of the Lake Boulevard with a focus on the approximate 1.0 mile section of King Arthur Boulevard between Morgan Lefay Lane and Lady Lore Lane where homes front the roadway. This includes pavement marking and signing for on-street parking and bike lanes, curb bump outs, and refuges. Scope of Services includes layout of curb lines and topo survey, public outreach (informational), roadway engineering and on-street drainage analysis.

### SCOPE OF SERVICES

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#### DATA COLLECTION AND SITE INVESTIGATION

Acquire NearMap data for the 1.5-mile section of King Arthur Boulevard. Conduct a site visit to verify and document roadway geometry. Topographic survey at up to three (3) intersections will also be conducted.

#### BASIC SERVICES

This project includes professional engineering services related to traffic calming measures for a 1.0 mile section of King Arthur Boulevard between Morgan Lefay Lane and Lady Lore Lane.

#### A. Conceptual Design (30%)

1. Prepare up to three (3) design concepts and schematic design for city review and approval.

**B. Preliminary Design (60%)**

2. Based on selected concept, prepare preliminary design plans. Prepare the following drawings to the indicated scale:
  - a. Cover Sheet
  - b. General Notes Sheet
  - c. Quantity Sheet
  - d. Pavement Marking, Signage, On-Street Drainage Design and Roadway Plan Sheets (Scale 1" = 100')
  - e. Construction Phasing and Traffic Control Sheets (Scale 1" = 100')
  - f. Detail Sheets (City of Lewisville Standard/Other entity standards)
  - g. Detail Sheets (Project Specific Details)
  - h. Cross Sections (Scale 1" = 10' H) (Scale 1" = 10' V)
3. Submit preliminary plans and Opinion of Probable Construction Costs (OPCC) to the City for review.

**C. Pre-Final Design (90%)**

1. Revise preliminary plans incorporating comments from the City of Lewisville.
2. Revise estimate of construction quantities and preliminary statement of probable construction cost.
3. Prepare list of bid item descriptions.
4. Submit pre-final plans, OPCC, and list of bid item descriptions to the City for review.

**D. Final Design (100%)**

1. Revise pre-final plans incorporating comments from the City of Lewisville.
2. Finalize construction plans for proposed improvements.
3. Incorporate standard details into the construction plans and prepare additional details as required.
4. Prepare final construction quantity take-offs and final construction cost estimates.
5. Finalize list of bid item descriptions.
6. Incorporate City final comments into the plans and bid documents.
7. Submit final plans, OPCC, bid schedule, and bid item descriptions.
8. Deliverables:
  - a. Digital copy of plan set (.dwg or .dgn format)
  - b. Digital copy of plan set (.pdf format)
  - c. Digital copy of opinion of probable construction costs (OPCC) (.pdf format)
  - d. Digital copy of list of bid item descriptions (.pdf format)

**SPECIAL SERVICES:**

**E. Public Outreach**

1. Prepare materials for public outreach. City resources can be used to assist in the task including DMSs, Social Media post, City newsletter, etc.

## COMPENSATION SCHEDULE

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### (00) BASIC SERVICES

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#### DATA COLLECTION

100	Near Map Data	Lump Sum	\$350.00
200	Site Visit	Lump Sum	\$820.00
300	Topographic Survey (up to 3 intersections)	Lump Sum	\$3,500.00

#### PAVEMENT MARKING, SIGNAGE AND ROADWAY DESIGN

400.1	Conceptual Design and Schematic (30%)	Lump Sum	\$13,570.00
400.2	Preliminary Design (60%)	Lump Sum	\$11,590.00
400.3	Pre-Final Design (90%)	Lump Sum	\$7,950.00
400.4	Final Design	Lump Sum	\$5,340.00

### (01) SPECIAL SERVICES

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301	Public Outreach	Time and Material	\$6,500.00
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<b>TOTAL</b>	<b>\$49,620.00</b>
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## ADDITIONAL SERVICES

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Compensation for any other Additional Services not listed herein will be billed on a time and materials basis in accordance with LJA Standard Rate Schedule in the PSA or on a lump sum basis agreed upon at the time the work is authorized.

Services may include:

- Attendance at P&Z and/or City Council Meetings
- Construction Administration Services

If this proposal meets with your approval, your signature below and on the attached PSA will be sufficient authorization to commence the stated work. We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions, please feel free to call me at 469-853-5618.

Sincerely,



Scott Booth, PE, PTOE, RSP  
Senior Project Manager

SB/sb

Attachments

**ACCEPTED BY:**  
**CITY OF LEWISVILLE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT 2**  
**New Attachment “A”**  
**City’s Insurance Requirements**

## EXHIBIT 2

### **INSURANCE REQUIREMENTS** **ENGINEERING/ARCHITECTURE PROJECTS**

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Vendor's proposal.

#### **A. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable except for professional liability.**
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.
4. Professional Liability and/or Errors and Omissions Insurance.

#### **B. MINIMUM LIMITS OF INSURANCE**

Vendor shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage. Policy will include coverage for:
  - a. Premises – Operations
  - b. Broad Form Contractual Liability
  - c. Products and Completed Operations
  - d. Use of Contractors and Subcontractors
  - e. Personal Injury
  - f. Broad Form Property Damage
  - g. If applicable, Explosion Collapse and Underground (XCU) Coverage (when applicable, Fire Damage, Medical Expense).

***NOTE: The aggregate loss limit applies to each project.***

2. Workers' Compensation and Employer's Liability: Workers' Compensation Statutory limits as required by the Labor Code of the State of Texas and Employer's Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.
3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the HR Director or designee.
4. Professional Liability and/or Errors and Omissions - \$500,000 per occurrence - \$1,000,000 Aggregate.
5. Builders' Risk Insurance (as applicable) – Completed value form, insurance carried must equal the completed value of the structure.

**C. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductible or self-insured retentions must be declared to and approved by the City.

**D. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages
  - a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City.
  - b. The vendor's insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, and employees, Boards and Commissions or volunteers.
  - d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.
2. Waiver of Subrogation – All Coverages except Professional Liability  
Each insurance policy required by this exhibit except Professional Liability shall waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the City.
3. Notice of Cancellation - All Coverages  
Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except

after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City, or ten (10) days prior written notice for non-payment of premium.

4. Professional Liability (applicable only to certified or licensed Engineers and or Architects)  
“Claims made” policy is acceptable coverage which must be maintained during the course of the project and up to two (2) years after completion and acceptance of the project by the City.

#### **E. ACCEPTABILITY OF INSURERS**

The City prefers that Insurance be placed with insurers with an A.M. Best’s rating of no less than **A-:VI, or, A or better** by Standard and Poors. Professional Liability carriers will need to be approved by the HR Director or designee.

#### **F. VERIFICATION OF COVERAGE**

Contractor shall furnish the City with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be provided on forms approved by the Texas Department of Insurance. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

#### **G. HOLD HARMLESS AND INDEMNIFICATION**

**THE CONSULTANT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, TO THE EXTENT THAT SUCH DAMAGE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR ITS AGENT, CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE DUTY TO DEFEND SHALL NOT APPLY IN THE CASE OF A CLAIM BASED WHOLLY OR PARTLY ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE CITY, ITS AGENTS OR EMPLOYEES, OR OTHER ENTITY (EXCLUDING THE CONSULTANT OR ITS AGENT, EMPLOYEE, or subconsultant) OVER WHICH THE CITY EXERCISES CONTROL, IN WHICH INSTANCE THE CITY’S REASONABLE ATTORNEY’S FEES SHALL BE REIMBURSED BY CONSULTANT IN PROPORTION TO THE CONSULTANT’S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

**EXHIBIT 3**  
**Project Schedule**  
**To be added to Attachment “B”**

# KING ARTHUR TRAFFIC CALMING - PROJECT DESIGN SCHEDULE (Rev 5/6/25)

